

THE JUDICIARY, STATE OF HAWAII

REQUEST FOR PROPOSALS  
NO. J09040

TO PROVIDE  
SYSTEM ADMINISTRATION AND DATABASE  
ADMINISTRATION TECHNICAL CONSULTING SERVICES TO  
THE JUDICIARY, STATE OF HAWAII

July 21, 2008

## NOTICE TO OFFERORS

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document provided. **You must register** your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer **may be** rejected and not considered for award.

### Registration

**Submit FAX or E-MAIL to:** FAX No.: (808) 538-5802  
E-mail Address: [jonathan.h.wong@courts.state.hi.us](mailto:jonathan.h.wong@courts.state.hi.us)

### **Provide the following information:**

- |                          |   |                        |
|--------------------------|---|------------------------|
| I. Name of Company       | Mailing Address   | Name of Contact Person |
| II. Telephone Number     | FAX number  | E-mail Address         |
| III. Solicitation Number | Fedex (or equivalent) account number (document will be sent by U.S. Postal Service first class mail if this is not provided.) |                        |

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## THE JUDICIARY, STATE OF HAWAII HONOLULU, HAWAII

### REQUEST FOR PROPOSALS NO. J09040

Competitive sealed proposals **TO PROVIDE SYSTEM ADMINISTRATION AND DATABASE ADMINISTRATION TECHNICAL CONSULTING SERVICES TO THE JUDICIARY, STATE OF HAWAII**, will be received at:

The Judiciary, State of Hawaii  
Financial Services Division  
Kauikeaouli Hale  
1111 Alakea Street, 6th Floor  
Honolulu, Hawaii 96813-2807

up to August 22, 2008, 2:00 P.M. HST,

Offers received after the date and time specified above or at a location other than the location specified above will not be considered. All proposals must be made on forms obtainable at the aforesaid place or from our web site at <http://www.courts.state.hi.us> under "General Information" and "Business with the Judiciary" and must be in accordance with the accompanying instructions.

Questions relating to the technical aspects of this Request for Proposal may be directed to Deena White of the Judiciary Information Systems Program at (808) 538-5308, email [deena.m.white@courts.state.hi.us](mailto:deena.m.white@courts.state.hi.us); other questions may be directed to Jonathan Wong in the Contracts & Purchasing Office, at (808) 538-5805, FAX (808) 538-5802, email [jonathan.h.wong@courts.state.hi.us](mailto:jonathan.h.wong@courts.state.hi.us).



Janell Kim  
Financial Services Administrator

# REQUEST FOR PROPOSALS NO. J09040

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## **SECTION ONE - INTRODUCTION AND BACKGROUND**

### **1.1 INTRODUCTION AND BACKGROUND**

The Judiciary, State of Hawaii invites your company to submit a written proposal to provide System Administration and Database Administration Technical Consulting Services for the Judiciary Information Management System (JIMS).

The JIMS is planned to be the primary court system for the Judiciary, State of Hawaii. JIMS is currently in use for traffic cases. The Judiciary has courts on islands of Hawaii, Maui, Lanai, Molokai, Oahu, and Kauai with multiple courts and offices on the majority of them. Our users are dependant on this mission critical system and it is expected that the operational importance of this system will continue to increase. It is the system administration and database administration for the JIMS system that this RFP addresses.

### **1.2 SIGNIFICANT DATES**

Advertisement	July 21, 2008
Deadline for Questions	August 4, 2008
Response to Written Questions	August 11, 2008
<b>PROPOSALS DUE</b>	<b>2:00 p.m. HST, August 22, 2008</b>
Tentative Notice of Award	August 29, 2008
Tentative Notice to Proceed	September 5, 2008

**END OF SECTION ONE**

## **SECTION TWO - SPECIFICATIONS**

### **2.1 GENERAL INFORMATION**

- 2.1.1 This Request for Proposal (RFP) solicits offers from vendors for providing assistance to the JIMS program for system administration and database administration technical consulting services. This assistance will be in the form of providing consultation, installation, configuration, maintenance, troubleshooting, and other system administration and database administration technical services for the ongoing support of JIMS.

#### **System Administration:**

Install, configure, maintain, and upgrade JIMS server operating systems and applications, for use in JIMS. Recognize and troubleshoot problems with JIMS server hardware and applications software. Establish and document standards and procedures. Make recommendations for improvements.

System Administration Technical Consulting includes such services as:

- Installing, supporting, and maintaining the JIMS servers or other related computer systems
- Planning for and responding to service outages and other problems
- Scripting or programming and project management for systems related projects
- Routine audits of systems and software
- Performing system backups
- Applying operating system updates and configuration changes - patch management
- Adding, removing, or updating user account information, resetting passwords, etc...
- Documenting the configuration of the JIMS system
- Troubleshooting reported problems
- System performance tuning
- Development and testing support

#### **Database Administration:**

Install, configure, troubleshoot, and maintain the JIMS database system. Implement, configure, and troubleshoot database instances, replication, backup, partitions, storage, and, access. Monitor and optimize JIMS system performance using index tuning, disk optimization, and other methods. Set user privileges within the JIMS database environment. Make recommendations for improvements.

Database Administration Technical Consulting includes such services as:

- Recoverability – Creating and testing backups
- Integrity – Verifying or helping to verify data integrity
- Security – Defining and / or implementing access controls to the data
- Availability – Ensuring maximum uptime
- Performance – Ensuring maximum performance given budgetary constraints

- Development and testing support – Helping programmers and engineers to efficiently utilize the database
- Understanding, documenting, designing, and implementing logical and physical databases
- Installation of new software – install new version of the database management software, application software, and other software related to database administration while ensuring version control
- Configuration of hardware and software with system administrators
- Security administration – monitor and administer databases system security, adding and removing users, auditing, and checking for security problems
- Data analysis – Make recommendations relating to performance and efficiency of the data storage
- Data modeling and optimization

- 2.1.2 As noted in section 2.1.1, some of the work that the Contractor is expected to perform will be routine in nature. While it is difficult to predict the number of hours per week necessary to perform routine work, in the past about 5 hours per week for the System Administrator and 5 hours per week for the Database Administrator was the average. It is our expectation that the selected vendor will partner with the Judiciary to define the routine work that should be performed in order to determine the appropriate hours. The routine work hours should be reevaluated regularly in order to ensure optimal use of the System Administration and Database Administration Technical Consultants. Therefore, it is likely for the number of hours to go up or down from the estimates described in this paragraph over the life of the agreement with the selected vendor.
- 2.1.3 As noted in section 2.1.1, in addition to routine work, the Contractor is expected to support project work. Because amount of project work may vary, there may be times where many hours of system administration and database administration technical consulting services required, and other times when little to no project hours are needed. Depending on the specific projects at hand, the Contractor is expected to provide system administrators and / or database administrators with the necessary skills.
- 2.1.4 The system administration and database administration of the JIMS requires specialized consultants with experience in maintaining and supporting large scale enterprise applications. The Contractor is expected to be able to manage complex system administration and / or database administration related projects. The Contractor is expected to manage assignments that may involve many people across different functional roles.
- 2.1.5 The specialized consultants will be required to set up, configure, and maintain several physical and / or logical environments. E.g. Development, Test, Production, and Training.
- 2.1.6 The specialized consultants will be required to work with technologies that currently or are planned to be part of the JIMS:

**Platforms:**

- UNIX (Sun Solaris 9)
- Windows Server (2000 & 2003)
- VMWare
- Oracle Database (9i & 10g)
- Apache JServ
- Microsoft SQL Server

**Equipment:**

- Sun L25 Tape Library
- IBM 5200 System Storage (SAN)
- Cisco 3750 Switch
- Cisco 4912 Switch
- HP Storage Works MSL 500 (Tape Library)
- HP Storage Works MSL 5030 (Disk Array)
- IBM Blade Center H

**Service Management:**

- Veritas Backup Exec
- Symantec Netbackup
- Big Brother 4.0
- CA UniCenter

**Development:**

- Oracle iStudio
- Oracle InterConnect
- Oracle Forms 6
- Oracle HTTP Server (9i & 10g)
- Oracle Enterprise Manager
- Oracle JServ
- JSP
- HTML
- Java
- PL/SQL
- Apache Ant
- Subversion 1.5.x
- Powerbuilder 11.x

**Tools:**

- IBM FileNet
- Kofax Ascent
- Telepath IVR
- Business Objects Crystal Reports 10 & XI

- 2.1.7 The JIMS Program will appoint a Judiciary Contract Lead (JCL). The contractor will take direction from the JCL or the JCL's designee.
- 2.1.8 The Judiciary's normal business hours are from 7:45 am to 4:30 pm, Hawaii Standard Time, Monday through Friday, except for State Holidays. The Contractor's work hours shall follow the Judiciary's work hours unless specifically agreed upon by both the Contractor and the JCL. However, it is expected that server, database and software maintenance will be performed after or before normal work hours or on weekends and holidays. Maintenance will need to be scheduled and planned. The JCL will approve the maintenance plan and schedule.
- 2.1.9 As noted in section 2.1.1, in addition to routine work and project work, the Contractor is expected to respond in emergencies. An emergency is an event in which service provided by the JIMS services to our users is interrupted or is impaired. These

emergencies may occur during normal business hours or outside of normal business hours. Resolution of these events may take hours and the Contractor will be expected to work continuously until the event is resolved and service is satisfactorily resumed. In the event that the Contractor is called or receives a system page to respond to an emergency, the Contractor will begin working on the event within 30 minutes. While it is difficult to predict the frequency of emergencies, we can report that there were 4 instances in the last year that an emergency occurred outside of normal business hours. The resolution to these 4 emergency instances took approximately 30 minutes to resolve. However, due to increased usage, functionality, and dependency on the system, we expect the frequency and complexity of emergencies to increase.

- 2.1.10 The Contractor will be expected to provide system administration and database administration technical consulting services on any new equipment added to the JIMS server infrastructure.
- 2.1.11 The Contractor will be expected to provide weekly status reports, time accounting for all hours billed, and other written materials as is appropriate.
- 2.1.12 The Contractor is expected to provide training, mentoring, and guidance to Judiciary staff in the area of system administration and / or database administration.
- 2.1.13 The Contractor will be expected to work closely with Judiciary staff and Judiciary vendors.

## **2.2 GENERAL REQUIREMENTS**

- 2.2.1 The Contractor must show qualifications to provide system administration and database administration technical consulting services:

If the contractor expects to fulfill the requirements with multiple staff, the contractor will need to ensure that the work is coordinated and communicated through a Contractor Project Leader.

The Contractor shall provide a complete and comprehensive list of staff that will be supporting this Contract. The Contractor will provide each staff's member specific expertise, level of that expertise, number of years gaining that expertise, and when that expertise was gained. This staffing group will be herein referred to as the Contractor Team.

The Contractor Project Leader will be responsible in ensuring that the correct Contractor Team member will be working and / or onsite for specific Projects and Tasks.

The Judiciary will reserve the right to request the removal of any Contractor's Team member. The Contractor will immediately replace that team member with another team member of equal or greater specific expertise.

- 2.2.2 The Contractor must have recent (within the last five years) relevant experience in large scale enterprise systems.
- 2.2.3 The Contractor must display a high degree of discipline. All work must be documented. Documentation must be detailed and must satisfy the JCL.
- 2.2.4 The Contractor must be skilled in both verbal and written communication.



- 2.2.5 The Contractor will be expected to perform knowledge transfer sessions to select Judiciary staff to ensure that they will be able perform the functions listed in this RFP independently. Written documentation will be required as part of any the knowledge transfer session.
- 2.2.6 The Contractor will be expected to evaluate JIMS and make recommendations to improve performance and availability. Recommendations will be in written form and will include findings, conclusions, proposals, and recommendations.
- 2.2.8 The Contractor will schedule and plan all work. Project plans and schedules will require approval from the JCL.

**END OF SECTION TWO**

## SECTION THREE - SPECIAL PROVISIONS

### 3.1 SCOPE

The contract for the System Administration and Database Administration Technical Consulting Services as specified herein shall be in accordance with these Special Provisions, Specifications, and the General Conditions.

### 3.2 JUDICIARY CONTRACT LEAD

For the purposes of this Contract, Deena White, telephone (808) 538-5308, is designated Judiciary Contract Lead (JCL).

### 3.3 TERM OF CONTRACT

The tentative term of the contract shall be for the period commencing on August 29, 2008 to June 30, 2009.

Unless terminated, and subject to the availability of funds, the contract may be extended by the Judiciary for four (4) additional twelve - month periods without re-soliciting, upon mutual agreement in writing at least thirty (30) days prior to expiration.

The Judiciary may terminate the contract at any time upon sixty (60) days prior written notice.

### 3.4 OFFER PREPARATION

All responses must be typewritten on the offer forms provided and on any additional sheets required to meet the detailed responses as stated in the Specifications and/or Special Provisions and must be in accordance with the terms and conditions stated herein. All costs associated with this offer preparation are the sole responsibility of the Offeror. Any offer stating terms and/or conditions contradictory to those included herein may be rejected without further consideration.

3.4.1. Offer Form, Page OF-1. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate spaces on OFFER FORM, page OF-1. Failure to do so may delay proper execution of the contract.

3.4.2. Quotation. Prices offered shall be based on delivery of products and services to Judiciary and shall include all applicable costs and taxes including the Hawaii General Excise Tax. If there is a discrepancy in the prices submitted, the unit price submitted will prevail. Further clarification is provided in SECTION FOUR - EVALUATION CRITERIA AND CONTRACTOR SELECTION.

3.4.3. Proposal Guaranty. A Proposal Guaranty is NOT required for this Request for Proposal.

3.4.4. Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and vendors are advised that they are liable for the Hawaii General Excise Tax (GET) at the current 4.5% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and

therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

- 3.4.5 Joint Contractors. Offeror may subcontract portions of this project. Provide names and addresses of Joint Contractors/Subcontractors, of References, and of Local Representatives. Offeror shall be the Primary Contractor and be liable for all work performed under this project
- 3.4.6 Wage Certification. Offeror shall complete and submit the attached Wage Certificate in the Bid Submission Packet, Section 5.3, by which the offerors certify that the services required will be performed pursuant to Section 103-55, H.R.S. Offerors are advised that Section 103-55, H.R.S., provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, the Contractor will be obliged to increase their wage rates accordingly.

The Contractor shall be obliged to notify its employees performing under this contract of the provisions of Section 103-55, H.R.S., and the current wage rate for public employees performing similar work.

<u>Skill Level:</u>	<u>Public Employee Wage Rates:</u>	<u>Present:</u>
ENTRY	IT Specialist III (SR-20)	\$19.48/hr.
INTERMEDIATE	IT Specialist IV (SR-22)	\$21.07/hr.
EXPERT	IT Specialist V (SR-24)	\$23.72/hr.

### **3.5 WRITTEN INQUIRIES**

Inquiries or questions concerning discrepancies, omissions, non-compliance with any requirement of this RFP, or doubts as to the meaning of specifications, special provisions, general conditions, or evaluation and selection must be communicated in writing by the date indicated in the Significant Dates Section 1.2, to the following address:

The Judiciary, State of Hawaii  
Financial Services Division  
Attn: Jonathan Wong  
1111 Alakea Street, 6th floor  
Honolulu, HI 96813

Fax: (808) 538-5802, or [email:jonathan.h.wong@courts.state.hi.us](mailto:jonathan.h.wong@courts.state.hi.us)

Offeror may provide its express mail service account number or FAX number so that responses may be sent to Offeror with minimum delay. Every effort will be made to ensure that responses are available on a timely basis, however, the Judiciary is not responsible for Offeror's late receipt of responses to written questions due to carrier delays.

### **3.6 SUBMISSION OF OFFERS**

Offerors shall submit three (3) copies (1 original, 2 copies) of their sealed Offer and Proposal form/packet (accompanying brochures may be in hard copy or in PDF format on CD). Offers

must be submitted no later than the date and time indicated in the Significant Dates section of this RFP to:

The Judiciary, State of Hawaii  
Financial Services Division  
1111 Alakea Street, 6th Floor  
Honolulu, HI 96813 -2807  
Attention: Jonathan Wong

Email: [jonathan.h.wong@courts.state.hi.us](mailto:jonathan.h.wong@courts.state.hi.us)

Fax: 538-5802

**PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED SHALL NOT BE ACCEPTED AND SHALL BE RETURNED TO THE VENDOR UNOPENED.**

3.6.1 Offers on CD. As an option to submitting hard copies (orig. + 2) of your entire offer packet, offers may be submitted on CD (3 copies of CD) in Adobe's pdf format along with hard copies of the Offer Form, all no later than the date and time indicated in the Significant Dates section of this RFP.

3.6.2 Offers via electronic submittal. As another option to submitting hard copies of your offer packet, offers may be submitted no later than the date and time indicated in the Significant Dates section of this RFP to the above Purchasing Specialist via Email or FAX.

**3.7 OFFEROR QUALIFICATION**

3.7.1 Experience: Offeror and subcontractors shall have a minimum of three (3) years system administration and database administration technical consulting experience with large scale enterprise applications as described in this RFP.

3.7.2 References. Offeror shall indicate on the Offer Form pages the names, addresses, telephone numbers, and contact persons of two (2) companies, for which the Offeror has provided services for the servers and software listed in this RFP. All references must have been serviced within the past three (3) years. The Judiciary reserves the right to contact any of the listed companies to inquire about the Offeror's performance. The Judiciary reserves the right to reject the offer submitted by any offeror who has not performed the consulting services as specified in this RFP and performed services that is similar in nature to services required in this RFP or whose performance on other jobs for this type of service has been proven unsatisfactory; for evaluation purposes, this offeror shall be deemed non-responsible. (See References section in OFFER FORM for further details.)

**3.8 AWARD**

3.8.1 Method of Award. Award, if any, will be made to the responsible Offeror whose proposal is determined to be the most advantageous and of best value to the Judiciary based on the evaluation criteria.

3.8.2. HRS Chapter 237 Tax Clearance requirement for award. Pursuant to §103D-328, HRS, prior to the execution of the contract, the successful Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date received by the Judiciary.

The Contractor is required to submit a tax clearance certificate, not over two months old, with an original green certified copy stamp, upon completion of the contract.

The tax clearance certificate may be obtained from the following site:

<http://www.state.hi.us/tax/2003/a6.pdf> or by Fax/Mail at (808) 587-7522 or 1-800-222-7572.

3.8.3. HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the Judiciary. A photocopy of the certificate is acceptable to the Judiciary.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 103D-310(c), HRS, Form LIR#27* which is available at [www.hawaii.gov/labor/formsall.shtml](http://www.hawaii.gov/labor/formsall.shtml) or at the neighbor island DLIR District offices. The DLIR will return the form to the Offeror which in turn shall submit it to the Judiciary Contracts & Purchasing Office at 1111 Alakea Street, 6<sup>th</sup> Floor.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR, and not the Judiciary. However, the certificate shall be submitted to the Judiciary.

3.8.4. Compliance with Section 103D-310(c), HRS, for an entity doing business in the State.

The lowest responsive Offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* issued by the Department of Commerce and Consumer Affairs, Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the Judiciary. A photocopy of the certificate is acceptable to the Judiciary.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at [www.BusinessRegistrations.com](http://www.BusinessRegistrations.com). To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

3.8.5. Hawaii Compliance Express. As an alternative, instead of separately applying for these certificates at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCS provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is

compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for **both contracting purposes and final payment**. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one.

- 3.8.6. Timely Submission of all Certificates. The above certificates should be applied for and submitted to the Judiciary upon award of contract. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

### **3.9 CONTRACT EXECUTION AND EXTENSION**

- 3.9.1 Execution: Successful Offeror receiving award shall enter into a formal written contract. No performance or payment bond is required for this contract. Upon execution of the contract, the Judiciary shall issue a Notice to Proceed, specifying the contract commencement date.

No work shall be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The Judiciary is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor arising prior to the official starting date.

- 3.9.2 Extension: If option to extend for an additional period is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract. Any contract extension must be executed by the Contractor no less than thirty (30) days prior to the scheduled date of termination, otherwise the requirement must be re-solicited. All contract extensions are subject to the availability of funds.

### **3.10 PERMITS, CERTIFICATES, AND LICENSES**

The Contractor shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of the work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of work specified.

### **3.11 PRICING INFORMATION AND ADJUSTMENTS**

- 3.11. No price increase will be allowed during the initial one (1) year period of the contract. However, in the event of a general price decline, the Judiciary will be entitled to reductions given to similar customers.

- 3.11.2 Price escalation, if any, during the extended period shall not be more than five (5) percent for each of the previous years' contract price or is negotiated as set forth in the following provision:

Rate increases that are approved for the same services provided to other government agencies may be negotiated with the Judiciary for consideration.

### **3.12 INVOICING**

Contractor shall submit on a monthly basis, by the 10<sup>th</sup> day of the month, the original and

three copies of the invoice to the Fiscal office at the address listed below:

The Judiciary, State of Hawaii  
Office of the Administrative Director  
Administration Fiscal Office  
1111 Alakea Street, 6<sup>th</sup> Floor  
Honolulu, Hawaii 96813

### **3.13 PAYMENT**

Section 103-10, HRS, provides that the Judiciary shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods & services to make payment. For this reason, the Judiciary will reject any offer submitted with a condition requiring payment within a shorter period. Further, the Judiciary will reject any offer submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The Judiciary will not recognize any requirement established by the Offeror and communicated to the Judiciary after award of the contract which requires payment within a shorter period or interest payment not in conformance with statute.

### **3.14 CONTRACT STAFFING REQUIREMENTS**

Personnel whose names and resumes are submitted in the offer shall not be removed from this project without prior approval of the Judiciary. Substitute or additional personnel shall not be used for this project until a resume is received and approved by the Judiciary.

Personnel changes that are not approved by the Judiciary may be grounds for contract termination.

The Judiciary shall have the right, and the Contractor will comply with, any request to remove personnel from all work on this project effective immediately upon notification by the Judiciary.

### **3.15 TERMINATION FOR CAUSE**

If the Contractor:

1. Fails to begin the work or services under the contract within or by the time specified.
2. Fails to perform the work with sufficient workmen, equipment, or materials to insure prompt completion of the work.
3. Performs the work or services negligently, or neglects or refuses to remove materials or to perform anew, such work or services that may be rejected as unacceptable.
4. Discontinues the prosecution of the work or services.
5. Otherwise breaches any term of the contract.
6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
7. Allows any final judgment to stand against him unsatisfied for a period of ten

(10) days.

8. Makes an assignment for the benefit of creditors.
9. For any other cause whatsoever, fails to carry out the work or services in an acceptable manner, the Judiciary will give notice to the Contractor of such delay, neglect, or default. If the Contractor within a period of ten (10) days after the date of such notice, shall not proceed in accordance therewith, then the Judiciary will have full power and authorize, without violating the contract, to take the prosecution of the work or services out of the hands of the Contractor, and to use such methods are deemed necessary to complete the contract in an acceptable manner.

All costs and charges incurred by the Judiciary, together with the cost of completing the work or services under the contract, will be off set from any monies due or which would or might have become due to the Contractor had the Contractor completed the work under the contract. If such expense exceeds the sum which would have been payable under the contract, the Contractor shall be liable and shall pay to the Judiciary the amount of such excess within ten (10) days after demand therefore.

### **3.16 LIQUIDATED DAMAGES**

Failure to complete delivery of any item in the contract within the time proposed will cause damage to the Judiciary. The amounts of said damages being difficult, if not impossible to ascertain, shall be estimated, agreed upon and fixed at the sum of ONE HUNDRED DOLLARS (\$100.00) for each and every calendar day the vendor delays in completing any item of the contract after the required date of said completion. The total sum due for such delay, shall be deducted from any payments due or to become due to the vendor.

### **3.17 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS**

Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

### **3.18 INTERPRETATION OF PROVISIONS**

Notwithstanding any other provisions, if there is any doubt as to the interpretation of any of the provisions of this agreement, the interpretation given and made by the Officer-in-Charge with the approval of the Financial Services Administrator, or the interpretation made by the Financial Services Administrator, shall govern and control. In addition, the parties hereto agree that said Financial Services Administrator, shall have the sole power to decide and resolve matters which may come up in the future and which are not covered by this agreement.

### **3.19 CONFLICTS AND VARIATIONS**

In the event of any conflict or variation between the provisions of this document entitled Special Provisions and the General Conditions, the provisions of the document entitled Special Provisions shall control.

**END OF SECTION THREE**



## **SECTION FOUR - EVALUATION CRITERIA AND CONTRACTOR SELECTION**

### **4.1 EVALUATION CRITERIA**

Evaluation criteria and the associated points are listed below. Award, if any, will be made to the responsible Offeror whose proposal is determined to be the most advantageous and of best value to the Judiciary based on the evaluation criteria in this section.

Each category will be assigned points. Total number of points used to score this proposal: **518 points**. The six categories are:

- I. Qualifications and Capabilities 150 pts
- II. Resource Model for Projects 100 pts
- III. Resource Model for Routine Work 50 pts
- IV. Resource Model for Emergency Support 100 pts
- V. Pricing Model 108 pts
- VI. Travel 10 pts

### **4.2 QUALIFICATIONS AND CAPABILITIES - 150 POINTS**

- A. Describe in detail your experience providing system administration and database administration technical consulting services for large scale enterprise applications. Include any documented processes, practices, methodologies, etc., that you utilize to facilitate and improve your consulting service capabilities.
- B. Describe your qualifications in each of the following skill areas:
  - System Administrators
  - Database Administrators
- C. Describe your qualifications in each of the following technical areas:

#### **Platforms:**

- UNIX (Sun Solaris 9)
- Windows Server (2000 & 2003)
- VMWare
- Oracle Database (9i & 10g)
- Apache JServ
- Microsoft SQL Server

#### **Equipment:**

- Sun L25 Tape Library
- IBM 5200 System Storage (SAN)
- Cisco 3750 Switch
- Cisco 4912 Switch
- HP Storage Works MSL 500 (Tape Library)
- HP Storage Works MSL 5030 (Disk Array)
- IBM Blade Center H

#### **Service Management:**

- Veritas Backup Exec

- Symantec Netbackup
- Big Brother 4.0
- CA UniCenter

**Development:**

- Oracle iStudio
- Oracle InterConnect
- Oracle Forms 6
- Oracle HTTP Server (9i & 10g)
- Oracle Enterprise Manager
- Oracle JServ
- JSP
- HTML
- Java
- PL/SQL
- Apache Ant
- Subversion 1.5.x
- Powerbuilder 11.x

**Tools:**

- IBM FileNet
- Kofax Ascent
- Telepath IVR
- Business Objects Crystal Reports 10 & XI

#### **4.3 RESOURCE MODEL FOR PROJECTS - 100 POINTS**

- Describe how your company could / would be able to support the project work (described in section 2.1.3).
- From the time of receiving a request from the Judiciary for a resource to the time the resource starts, what is your average cycle time?
- Define how you recruit talent. Please include your company's sourcing techniques, screening and interviewing processes.
- Is your company a member of any on-line resume banks (e.g. monster.com)? If so, please list all.
- Does your company have minimum timeframe duration that a resource would have to be utilized to be available for use?
- Does your company have a minimum number of hours that resources must be utilized a week when actively working on a project for the Judiciary?
- Does your company charge any fees if there are minimal if none of your resources are being utilized at a given time?
- Does your company require that your resources work in our offices?

#### **4.4 RESOURCE MODEL FOR ROUTINE WORK - 50 POINTS**

- A. Describe how your company could / would provide routine work for JIMS (described in section 2.1.2).
- B. Does your company have a minimum number of hours that resources must be utilized a week to complete routine work for the Judiciary?
- C. Does your company charge any fees if there are minimal to none of your resources being utilized at a given time for routine work? If so, what are those fees?
- D. Does your company require that your resources work in our offices to perform routine work?
- E. If your company is not located in Hawaii, how would you perform routine work? What must the Judiciary provide to enable you to perform routine work successfully if you are remote?

#### **4.5 RESOURCE MODEL FOR EMERGENCY SUPPORT - 100 POINTS**

- A. Describe how your company could / would provide emergency support for JIMS (described in section 2.1.9).
- B. Does your company charge any fees for responding to emergencies? If so, what are those fees?
- C. Does your company charge any fees even if no emergencies arise? If so, what are those fees?
- D. Does your company require that your resources work in our offices to perform emergency support?
- E. If your company is not located in Hawaii, how would you respond to and perform emergency support? What must the Judiciary provide to enable you to respond to and perform emergency support successfully if you are remote?

#### **4.6 PRICING MODEL - 108 POINTS**

Provide three rates for each skill listed below by skill levels:

- Entry Level – Less than 2-5 years experience
- Intermediate Level – 5 - 10 years experience
- Expert Level – 10+ years experience

<b>SKILLS – Business Hours</b>	<b>ENTRY / HR</b>	<b>INTERMEDIATE / HR</b>	<b>EXPERT / HR</b>
System Administrators	\$	\$	\$
Database Administrators	\$	\$	\$

<b>SKILLS – Non Business Hours</b>	<b>ENTRY / HR</b>	<b>INTERMEDIATE / HR</b>	<b>EXPERT / HR</b>
System Administrators	\$	\$	\$
Database Administrators	\$	\$	\$

Lowest hourly rates for each skill / skill level will be awarded 9 points. All other cost proposals will be awarded points as follows:

Points allocated to higher-priced proposals must be equal to the lowest proposal price multiplied by the maximum points available for price, divided by the higher proposal price.

#### **4.7 TRAVEL - 10 POINTS**

If asked to work in our offices at a given time, please provide a breakdown of estimated travel / living costs for one business week.

Lowest costs will be awarded full points. Points allocated to higher-priced proposals must be equal to the lowest proposal price multiplied by the maximum points available for price, divided by the higher proposal price. If no travel is required, the full 10 points will be awarded.

**END OF SECTION FOUR**

**SECTION FIVE- OFFER FORM**  
**REQUEST FOR PROPOSALS NO. J09040**  
**TO PROVIDE SYSTEM ADMINISTRATION AND DATABASE ADMINISTRATION SERVICES TO**  
**THE JUDICIARY, STATE OF HAWAII**

Offeror: \_\_\_\_\_

Honolulu, Hawaii

\_\_\_\_\_, 2007

Financial Services Administrator  
The Judiciary, State of Hawaii  
Kauikeaouli Hale  
1111 Alakea Street, 6th Floor  
Honolulu, Hawaii 96813

Dear Financial Services Administrator:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions dated February 2001 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check \_ one only)**

- ☐ A **Hawaii Business** incorporated or organized under the State of Hawaii; **OR**
- ☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii and has a separate branch or division in the State that is capable of fully performing under the contract.

State of incorporation \_\_\_\_\_

Offeror is:

- ☐ Sole Proprietor    ☐ Partnership    ☐ Corporation    ☐ Joint Venture  
☐ Other

Hawaii General Excise Tax License I.D. No. \_\_\_\_\_

Payment address (other than street address below): \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Business address: \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Date: \_\_\_\_\_

Respectfully submitted,

Phone No.: \_\_\_\_\_

(x) \_\_\_\_\_  
Authorized (Original) Signature

Fax No.: \_\_\_\_\_

\_\_\_\_\_  
Name and Title (Please Type or Print)

Email Address:

\_\_\_\_\_

\*

\_\_\_\_\_  
**Exact Legal Name of Company (Offeror)**

\* If Offeror is a "dba" or a "division" of a corporation,  
please furnish the exact legal name of the corporation  
under which the contract, if awarded, will be executed.

## 5.1 WRITTEN PROPOSAL

In a separate attachment to this Offer Form and following the format and categories of SECTION FOUR - EVALUATION CRITERIA, please provide the requested information and written proposal as to how you will meet the requirements and the Specifications of the contract for System Administration and Database Administration Technical Consulting Services.

- A. Section 4.2      **Qualifications and Capabilities**      (150 Points)
- B. Section 4.3      **Resource Model for Projects**      (100 Points)
- C. Section 4.4      **Resource Model for Routine Work**      (50 Points)
- D. Section 4.5      **Resource Model for Emergency Support**      (100 Points)

(Note: Please refer to Section 3.4.1 of the Procedural Requirements attachment regarding designated confidential data.)

## 5.2 PRICE QUOTE

The following offer is hereby submitted for Technical Consulting Services. Prices (hourly rate by skill level) shall include all applicable costs and taxes including the Hawaii General Excise Tax, if applicable.

### A. Section 4.6      **Pricing Model**      (108 Points)

Provide three hourly rates for each skill listed below by skill levels:

- Entry Level – Less than 2-5 years experience
- Intermediate Level – 5 - 10 years experience
- Expert Level – 10+ years experience

<b>SKILLS – Hawaii Business Hours</b>	<b>ENTRY / HR</b>	<b>INTERMEDIATE / HR</b>	<b>EXPERT / HR</b>
System Administrators	\$	\$	\$
Database Administrators	\$	\$	\$

<b>SKILLS – Non Hawaii Business Hours</b>	<b>ENTRY / HR</b>	<b>INTERMEDIATE / HR</b>	<b>EXPERT / HR</b>
System Administrators	\$	\$	\$
Database Administrators	\$	\$	\$

### B. Section 4.7      **Travel**      (10 Points)

Travel costs for one business week shall include all applicable costs and taxes.

<b>Category</b>	<b>Cost</b>
Airfare	\$
Hotel	\$
Rental Car	\$
Meals	\$
<b>Total:</b>	\$

### 5.3 ADDITIONAL INFORMATION

#### 5.3.1 Contract Team

The Offeror certifies that the following is a complete list of all members of the Contract Team who will be engaged by the Offeror on the project to perform the nature and scope of work indicated. The Offeror further understands that only those listed shall be allowed to perform work on this project.

Provide the complete firm name, address and phone number of the joint or subcontractor. Any modification to this list, subsequent to the award of this contract must be approved by the JCL.

Name	Address	Phone/Fax/ Email	Role/ Responsibility

#### 5.3.2 References

FAILURE TO COMPLETE ANY OF THE FOLLOWING ITEMS MAY RESULT IN THE DISQUALIFICATION OF THE SUBMITTED OFFER.

Names and addresses of companies, other than the Judiciary, for which the undersigned has furnished technical consulting services that is similar in nature and/or volume to services specified in the attached specifications. Refer to References section of the enclosed offer.

Company/Agency Name & Contact	Address	Phone/Fax/email



#### **5.3.4 Technical Consultant and Representative Qualification/Security Form**

Each Offeror and his personnel and subcontractors shall meet the experience qualifications as indicated in the Special Provisions of this Offer. Please have each technical consultant and representative who will be working on any Judiciary site complete this form. Please explain fully and explicitly as possible to facilitate our evaluation of all individuals who will be working on this contract.

Every Judiciary site is secured by the Sheriff's (Department of Public Safety) and/or by a guard service. Therefore, this form will also serve as a security form. All individuals who will working on- site through this contract will have a security and background check done by the Judiciary.

### 5.3.5 - WAGE CERTIFICATE

Subject: REQUEST FOR PROPOSALS NO. J09040

Project Description: TO PROVIDE SYSTEM ADMINISTRATION AND DATABASE  
ADMINISTRATION SERVICES TO THE JUDICIARY, STATE OF HAWAII

Pursuant to Section 103-55, Hawaii Revised Statutes, I hereby certify that if awarded the contract in excess of \$25,000.00, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to public officers and employees for similar work.
2. All applicable laws of the Federal and State governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wages required by Section 103-55, Hawaii Revised Statutes.

Offeror: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Technical Consultant and Representative Qualification/Security Form**

Please indicate with a check mark your role in this contract:

☐ \_\_\_\_\_ Technical Consultant

Your Full Name \_\_\_\_\_

Social Security Number - *TO BE PROVIDED IF AWARDED THE CONTRACT.*

Employer \_\_\_\_\_

Employer Business Address \_\_\_\_\_

Business Telephone Number \_\_\_\_\_

Business Fax Number \_\_\_\_\_

Residential Address - *TO BE PROVIDED IF AWARDED THE CONTRACT.*

Residential Telephone Number - *TO BE PROVIDED IF AWARDED THE CONTRACT.*

Date of Birth - *TO BE PROVIDED IF AWARDED THE CONTRACT.*

Number of years experience in the field as described in this RFP: \_\_\_\_\_

Names and Dates of previous employers for the last 5 years or attach resume:

Dates \_\_\_\_\_

Employer \_\_\_\_\_

Dates \_\_\_\_\_

Employer \_\_\_\_\_

Dates \_\_\_\_\_

Employer \_\_\_\_\_

Describe in detail all related experiences and certifications as described in this RFP or attach resume:

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## **SECTION SIX - ATTACHMENTS**

GENERAL CONDITIONS

PROCEDURAL REQUIREMENTS

PUBLICATION 1, INFORMATION ON HAWAII STATE TAXES

TAX CLEARANCE APPLICATION

CERTIFICATE OF COMPLIANCE